

**Request for Proposals
PAGING SERVICES AND EQUIPMENT
PROJECT NO. 050R3800405**



Department of Budget and Management

Issue Date: May 13, 2003

NOTICE

Prospective Offerors who have received this document from the Department of Budget and Management's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation

STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS

1. In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to submit a proposal on this contract, please fax this completed form to: 410-974-3274 to the attention of Robert Krysiak.

Title: Paging Services and Equipment
Project No: 050R3800405

If you have responded with a "no bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- ☐ We can not be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the bid/proposals is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other: _____

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: _____

Offeror Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

**KEY INFORMATION SUMMARY SHEET
STATE OF MARYLAND
Request For Proposals**

**PAGING SERVICES AND EQUIPMENT
PROJECT NUMBER 050R3800405**

RFP Issue Date: May 13, 2003

RFP Issuing Office: Department of Budget and Management
Office of Information Technology (OIT)

Procurement Officer: Robert C. Krysiak
Office Phone: (410) 260-7179
Fax: (410) 974-3274
e-mail: rkrysiak@dbm.state.md.us

Procurement Method: Competitive Sealed Proposals (COMAR 21.05.03)

Contract Term: On or About August 1, 2003 through July 31, 2005
With 3 one (1) year renewal options

Pre-Proposal Conference: May 23, 10:00 AM (Local Time)
201 West Preston Street
Room L3
Baltimore, MD 21201
For directions, call Robert Krysiak at 410-260-7179

Proposals are to be sent to: Department of Budget and Management
45 Calvert Street, Room 113
Annapolis, MD 21401
Attention: Robert C. Krysiak

Closing Date and Time: June 3, 2003 at 2:00 PM (Local Time)

NOTE:

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TABLE OF CONTENTS

SECTION 1 – GENERAL INFORMATION

1.1	Summary Statement.....	6
1.2	Abbreviations and Definitions.....	6
1.3	Contract Type.....	8
1.4	Contract Price Adjustments.....	8
1.5	Contract Duration.....	9
1.6	Procurement Officer.....	9
1.7	Pre-Proposal Conference.....	10
1.8	Use of “E-Maryland Marketplace”.....	10
1.9	Questions.....	11
1.10	Proposals Due (Closing) Date.....	11
1.11	Duration of Offer.....	11
1.12	Revisions to the RFP.....	12
1.13	Cancelations; Discussions.....	12
1.14	Oral Presentation.....	12
1.15	Incurred Expenses.....	12
1.16	Economy of Preparation.....	13
1.17	Protests/Disputes.....	13
1.18	Multiple or Alternate Proposals.....	13
1.19	Access to Public Records Act Notice.....	13
1.20	Offeror Responsibilities.....	13
1.21	Mandatory Contractual Terms.....	13
1.22	Proposal Affidavit.....	14
1.23	Contract Affidavit.....	14
1.24	Arrearages.....	14
1.25	Procurement Method.....	14
1.26	Verification of Registration and Tax Payment.....	14
1.27	Performance Bond.....	14
1.28	Surety Bond Assistance Program.....	15
1.29	False Statements.....	15
1.30	Contract Extended to Include Other Non-State Governments/Agencies.....	16
1.31	Non-Visual Access.....	16
1.32	Performance Evaluations.....	17
1.33	Minimum Qualifications.....	17

SECTION 2 – SCOPE OF WORK

2.1	Purpose and Background.....	18
2.2	General Requirements.....	18
2.3	Technical Requirements.....	21
2.4	Service Rates.....	24

2.5	Reports.....	24
2.6	Ordering Process and Purchase Orders.....	26
2.7	Billing Information.....	27
2.8	Security.....	30
2.9	Liquidated Damages.....	32

SECTION 3 – PROPOSAL FORMAT

3.1	Two Part Submission.....	34
3.2	Proposals.....	34
3.3	Submission.....	34
3.4	Volume I – Technical Proposal.....	34
3.5	Volume II - Financial Proposal.....	39

SECTION 4 – EVALUATION AND SELECTION CRITERIA

4.1	Evaluation Criteria.....	42
4.2	Technical Criteria.....	42
4.3	Financial Criteria.....	42
4.4	Reciprocal Preference.....	43
4.5	Selection Procedures.....	43

ATTACHMENTS

Attachment A	Contract
Attachment B	Bid/Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Not Applicable
Attachment E 1 – E 5	Price Proposal Forms
Attachment F	Performance Bond
Attachment G	Pre-Proposal Conference Response Form
Attachment H	State Security Policy
Attachment I	Sample Contractor Performance Evaluation Form

SECTION 1 – GENERAL INFORMATION

1.1 Summary Statement

The Department of Budget & Management (DBM), Office of Information Technology (OIT), Division of Telecommunications, Wireless Services Unit is issuing this Request for Proposals (RFP) to provide State Agencies an economical and efficient means of obtaining digital numeric, alphanumeric and two-way interactive paging devices and services at various optional packages prices.

The scope of this RFP encompasses three (3) functional areas:

- Numeric Paging
- Alpha Numeric Paging
- Two-Way Interactive Paging

In addition, the scope of this RFP encompasses four (4) specific geographic regions:

- Statewide
- Regional (Maine to North Carolina)
- Nationwide
- Worldwide

It is the State's intention to obtain paging services, as specified in this Request for Proposals (RFP), from a contract between the selected, qualified Offeror(s) and the State. The State intends to award one statewide contract to one (1) contractor. Therefore, Offerors are encouraged to pursue business partnerships or whatever else necessary to create a comprehensive proposal that meets the State's goal. If, however, one contract cannot be awarded to a single contractor, this solicitation may result in multiple contract awards. The State may award one (1) contract for each geographic region or regions to Offeror(s) supplying all three (3) functional areas listed above for one, some or all of the geographic regions. This could result in up to four (4) contract awards.

The State makes no guarantee that it will purchase any service from any resulting contract. This contract will not be construed to require the State to procure exclusively from the contractor. The State reserves the right to procure goods and services from other sources when it is in the best interest of the State to do so and without notice to the contractor. The selected vendor must be able to deliver services throughout the State of Maryland.

1.2 Abbreviations and Definitions

For the purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. Agency – the unit of State government procuring equipment and services.
- b. Agency point of contact – Person designated as the single point of contact for the Agency in the Request for Proposals.
- c. ANSI – American National Standards Institute.
- d. Contract – The Contract attached to this RFP as Attachment A.
- e. Contractor (s) – The selected Offeror(s).
- f. Contract Manager – The State representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the contractor(s). The State’s Contract Manager is:

G. Edward Ryan II
Department of Budget and Management
Telecommunications Division
301 West Preston Street, Suite 1304
Baltimore, Maryland 21201-2305
Telephone: 410-767-4219
Fax: 410-333-5163
E-mail: ryan@dbm.state.md.us
However, DBM may change the Contract Manager at any time by written notice to the Contractor.

- g. COMAR – Code of Maryland Regulations.
- h. DBM – The Maryland Department of Budget and Management.
- i. FCC - Federal Communications Commission
- j. IEEE – Institute of Electrical and Electronic Engineers.
- k. Local Time – Time in the Eastern Time Zone as observed by the State.
- l. OIT-T – Office of Information Technology, Telecommunications Office.
- m. Offeror – An entity that submits a proposal in response to this RFP.
- n. Participating Provider – A partner and sub-contractor of the prime contractor whose primary mission is to provide expanded geographic coverage, higher throughput speeds and enhanced services or equipment not provided directly by the contractor in support of this contract.

- o. Procurement Officer – The State representative responsible for this RFP, for determination of contract scope issues, and the only State representative that can authorize changes to the contract. The Procurement Officer for this Request for Proposals is Robert C. Krysiak (see section 1.6).
- p. RF – Radio Frequency.
- q. RFP – This Request for Proposals for the State of Maryland Paging Services and Equipment, Project Number 050R3800405, dated May 13, 2003, including any amendments.
- r. State of Maryland business hours – 8:00 am – 5:00 pm Monday – Friday, excluding State holidays.

1.3 Contract Type

The contract that results from this RFP shall be an Indefinite Quantity Contract with Fixed Unit Prices, with CPI price adjustments, in accordance with COMAR 21.06.03.02 and 21.06.03.06.

1.4 Contract Price Adjustments

Price Adjustment: If the State elects to exercise contract renewal options after the base period, this section describes the mechanism to be used to make price adjustments. Price adjustments may be made for each of the (1) year renewal periods to the contracted prices for services proposed in Attachment E. The sequence of actions to implement a price adjustment is as follows:

- At least ninety (90) calendar days prior to the contract or term expiration date, the State's Contract Manager shall advise the Contractor of the allowable percentage adjustment to be applied for each service rate. The adjustment shall be based on the change in the Consumer Price Index (CPI) as calculated below. The maximum renewal option period increase allowed shall be limited to five percent (5%) of the current proposed prices (or subsequently adjusted prices beyond the first renewal option).
- Within fifteen (15) calendar days of the receipt of the State's notice of adjustment, the Contractor shall submit a schedule of revised rates to the Contract Manager and all agencies with installed circuits. In the event the CPI for the measured period is negative, the Contractor shall reduce prices accordingly. In the event the CPI for the measured period is positive, the Contractor shall have the option of keeping existing prices or changing to any price up to the maximum allowable percentage increase
- The adjustment will be calculated as a percentage resulting from the change in the index for the most recent twenty-four (24) months beginning four (4) months prior to the renewal month of the Contract.

- The revised rate schedule shall be used for billing effective the first day of the Contract option renewal period.

Consumer Price Index Information:

- The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), CPI—All Urban Consumers for:
 - Area: U.S. City Average
 - Item: Telephone Services
 - Series ID: CUUR0000SEED
 - December 1997 = 100

- The following example illustrates the computation of percent change:

CPI for current period	136.0
Less CPI for previous period	129.9
Equals index point change	6.0
Divided by previous period CPI	129.9
Equals	.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7

- In the event that the BLS discontinues the use of the index described above, adjustments shall be based upon the most comparable successor index to the CPI. The determination as to which index is most comparable shall be within the sole discretion of the State.

1.5 Contract Duration

The term of this Contract is for a period of two (2) years commencing on the date that the Department executes this Contract and terminating on July 31, 2005. The State, at its sole option, shall have the unilateral right to extend the contract for up to three (3) additional, successive one-year terms.

1.6 Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of any contract is the Procurement Officer at the address listed below:

Robert C. Krysiak, Procurement Officer

Department of Budget and Management
Procurement Unit
45 Calvert Street, Room 137
Annapolis, Maryland 21401
Telephone #: 410-260-7179
Fax #: 410-974-3274
E-mail: rkrysiak@dbm.state.md.us

The Department of Budget and Management may change the Procurement Officer at any time by written notice to the Contractors.

1.7 Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be held on May 23, 2003, beginning at 10:00 am, in the Department of General Services Conference Room, L-3, 201 W. Preston Street, Baltimore, MD. Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. Attendance may facilitate the Offeror's understanding of RFP requirements.

The Conference will be transcribed. A copy of the transcript of the Pre-Proposal Conference will be made available to potential Offerors at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy will be provided at the conference. In addition, as promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by 4:00 PM May 21, 2003 all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form or call Robert C. Krysiak at (410) 260-7179 with such notice. The Pre-Proposal Conference Response Form is included as Attachment D to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. DBM will make reasonable efforts to provide such special accommodation.

1.8 Use of "e-Maryland Marketplace"

"e-Maryland Marketplace" is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the Department of Budget and Management's (DBM) web site (<http://www.dbm.state.md.us>) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-proposal conference, Offeror questions and DBM's responses, addenda, and other solicitation related information will be provided via e-Maryland Marketplace.

This means that all such information is immediately available to subscribers to e-Maryland Marketplace. Because of the instant access afforded by e-Maryland Marketplace, it is recommended that all Offerors interested in doing business with Maryland State agencies subscribe to e-Maryland Marketplace.

Depending on the desired level of service, the annual subscription costs are \$150 or \$225. Information, including on-line subscription access, can be obtained at the e-Maryland Marketplace website at <http://www.emarylandmarketplace.com/about.cfm>.

1.9 Questions

The Procurement Officer, prior to the pre-proposal conference, will accept written questions from prospective Offerors. If possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

1.10 Proposals Due (Closing) Date

An unbound original and five (5) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.6, no later than 2:00 PM (local time) on June 3, 2003, in order to be considered. An electronic version (diskette or CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (diskette or CD) of the Financial Proposal in MS Excel format must be enclosed with the original financial proposal. Insure that the diskettes are labeled with the Date, RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after

the due date, June 3, 2003 at 2:00 PM (local time) will not be considered. Proposals may not be submitted by e-mail or facsimile.

1.11 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offerors written agreement.

1.12 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offerors proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.13 Cancellations; Discussions

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

1.14 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations will become part of the Offerors proposal and are binding if the contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations. Typically oral presentations occur approximately 2 weeks after the proposal due date.

1.15 Incurred Expenses

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

1.16 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offerors proposals to meet the requirements of this RFP.

1.17 Protests/Disputes

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.18 Multiple or Alternate Proposals

Multiple or alternate proposals will not be accepted. Submitting a proposal, which covers more than one geographic region is not considered a multiple proposal.

1.19 Access to Public Records Act Notice

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. (See COMAR 21.05.08.01)

1.20 Offeror Responsibilities

The selected Offeror(s) shall be responsible for all products and services required by this RFP. Subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offerors proposals.

1.21 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. **Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal.** A proposal that takes exception to these terms may be rejected.

1.22 Proposal Affidavit

A proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

1.23 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five (5) business days of notification of proposed Contract award.

1.24 Arrearages

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.25 Procurement Method

This contract will be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

1.26 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offerors failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.27 Performance Bond

The successful Offeror must submit a Performance Bond (see **Attachment F**), or other suitable securities as identified within COMAR 21.06.07, in the amount of \$100,000 for the period of the Contract award. **The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item.** The Performance Bond or other suitable security shall be delivered to the State by the Offeror within 5 days of recommendation for Contract award. **A letter must be submitted from a bonding company with the technical proposal providing evidence that the Offeror is capable of securing the performance bond required. The term of this bond is for the base period of the Contract and all option years.**

1.28 Surety Bond Assistance program

Assistance in obtaining a bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA can directly issue bid, performance or payment bonds up to \$750,000. MSBDFA may also guarantee up to 90% of a surety's losses as a result of a Contractor's breach of Contract; MSBDFA exposure on any bond guaranteed may not, however, exceed \$900,000. Bonds issued directly by the program will remain in effect for the duration of the Contract, and those surety bonds that are guaranteed by the program will remain in effect for the duration of the surety's exposure under the Contract. To be eligible for bonding assistance, a business must first be denied bonding by at least one surety on both the standard and specialty markets within 90 days of submitting a bonding application to MSBDFA. The applicant must employ fewer than 500 full-time employees or have gross sales of less than \$50 million annually, have its principal place of business in Maryland or be a Maryland resident, must not subcontract more than 75 percent of the work, and the business or its principals must have a reputation of good moral character and financial responsibility. Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the State's tax base. Applications are required to work through their respective bonding agents in applying for assistance under the program. Questions regarding the bonding assistance program should be referred to:

Maryland Department of Business and Economic Development
Maryland Small Business Development Financing Authority
217 E. Redwood Street, 22nd Floor
Baltimore, Maryland 21202
Phone: (410) 333-4270
Fax: (410) 333-6931

1.29 False Statements

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

In connection with a procurement Contract, a person may not willfully:

- Falsify, conceal, or suppress a material fact by any scheme or device;
- Make a false or fraudulent statement or representation of a material fact; or
- Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

1.30 Contract Extended to Include Other Non-State Governments or Agencies

For the purposes of an information technology or telecommunications procurements, pursuant to §3-702(b) of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, and other non-state governments or agencies may purchase from the Contractor goods or services covered by this Contract at the same prices chargeable to the State. All such purchases by non-State governments or agencies:

- Shall constitute Contracts between the Contractor and that government or agency;
- Shall not constitute purchases by the State or State agencies under this Contract;
- Shall not be binding or enforceable against the State, and
- May be subject to other terms and conditions agreed to by the Contractor and the purchaser. Contractor bears the risk of determining whether or not a government or agency with which the Contractor is dealing is a State agency.

1.31 Non-Visual Access

The bidder or Offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The bidder or Offeror further

warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent. For purposes of this regulation, the phrase “equivalent access’ means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

1.32 Performance Evaluations

State Agencies may be asked to submit periodic vendor performance evaluations. These evaluations will consist of questions relative to products and services provided by the Contractor(s).

Attachment I is a sample of the form (or general list of criteria) that may be used by the State to evaluate Contractor performance. The State may require the Contractor(s) to fill out the performance evaluation form (self-evaluation).

1.33 Offeror Minimum Qualifications

Offerors must clearly demonstrate and document within the Executive Summary of their technical proposal that, as of the proposal due date, the Offeror meets the following Minimum Qualifications. The Executive Summary shall include reference to the page number(s) in the proposal where such evidence can be found.

1.33.1 Offerors proposal must meet the following specification:

Contractor must have provided commercial and/or Governmental Paging Services for a minimum of one (1) year.

SECTION 2 – SCOPE OF WORK

2.1 Purpose and Background

Various State agencies within the State of Maryland currently utilize approximately 5,000 pager devices offered by multiple vendors and manufactures.

- 2.1.1 The paging service and equipment may be ordered via purchase orders for application anywhere in the State.
- 2.1.2 All paging equipment shall be leased by the State, owned by the Contractor(s), and shall be supplied by the Contractor(s) to the State as part of the paging service.
- 2.1.3 The Scope of this RFP encompasses three (3) functional areas:
 - Numeric Paging
 - Alpha Numeric Paging
 - Two-Way Interactive Paging
- 2.1.4 The RFP encompasses four (4) specific geographic regions:
 - Statewide
 - Regional (Maine to North Carolina)
 - Nationwide
 - Worldwide

It is the State's intention to obtain paging services, as specified in this Request for Proposals (RFP), from a contract between the selected, qualified Offeror(s) and the State. The State intends to award one statewide contract to one (1) contractor. Therefore, Offerors are encouraged to pursue business partnerships or whatever else necessary to create a comprehensive proposal that meets the State's goal. If, however, one contract cannot be awarded to a single contractor, this solicitation may result in multiple contract awards. The State may award one (1) contract for each geographic region or regions to Offeror(s) supplying all three (3) functional areas listed above for one, some or all of the geographic regions. This could result in up to four (4) contract awards.

2.2 General Requirements

- 2.2.1 The Contractor(s) shall furnish a toll-free phone number for network or system trouble reporting twenty-four (24) hours per day, seven (7) days per week for the duration of this agreement at no cost to the State.
- 2.2.2 The State of Maryland requires a single point of contact for all service related issues with the provided paging service.
- 2.2.3 The paging service must operate free from failure and shall be available for use by the Authorized User twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays.
- 2.2.4 The Contractor(s) shall take corrective action within two (2) hours after a network or system problem with the service is detected by the Contractor(s) or upon notification by the State. The Contractor(s) will diligently pursue resolution to the reasonable satisfaction of the State and make best efforts to resolve the matter within eight (8) hours after the initial report of failure.
- 2.2.5 The Authorized User shall be credited a prorated hourly portion of the applicable monthly service charges for each occurrence during which the Authorized User is denied use of the service for eight (8) hours or more during any consecutive thirty (30) day period. The credit shall apply to the initial eight (8) hours and all additional hours, or portions thereof, during which the Authorized User is denied access to the service. In addition, the State of Maryland shall be credited, all applicable monthly service charges for any twenty-four (24) hour period of sustained outage of services.
- 2.2.6 Throughout the term of the contract, the Contractor(s) shall provide expansion plans of the Contractor's systems within the State to improve specific building penetration, coverage in rural areas and to relieve network congestion. This expansion plan is to be submitted as part of the Offeror's response, and any Contractor awarded a contract shall submit an updated report to the DBM Contract Manager twice a year, no less than five months apart, with the initial report due five months after contract award.
- 2.2.7 All services proposed shall be provided anywhere within the geographic region(s) contracted.
- 2.2.8 The Contractor(s) shall provide for service to the proposed network on a 24 hours per day, 7 days per week basis and shall provide an Emergency Point of Contact (EPOC) and the Emergency Back-Up Point of Contact (EBPOC) list to the DBM Contract Manager for all emergencies.

- 2.2.9 The Contractor(s) must provide for equipment ordering and activation of service during State of Maryland business hours.
- 2.2.10 The Contractor(s) shall not charge a fee for activating or deactivating service and will perform the activation or deactivation within 24 hours from verification of placement of the request.
- 2.2.11 The Contractor(s) shall notify the DBM Contract Manager at least two calendar weeks in advance by email, for any planned service outages that may affect the State's services provided by the Contractor(s).
- 2.2.12 The Contractor(s) will provide an Internet website listing the State of Maryland Contract pricing for all equipment and additional accessories provided under any resulting Contract. Contractor(s) shall provide its' website URL as part of the technical proposal.
- 2.2.13 The Contractor(s) shall provide a team of individuals responsible for marketing, billing and service problems for the duration of the Contract.
- 2.2.14 The Contractor(s) must provide for questions and resolutions of billing issues during regular business hours. The Contractor(s) must provide a Billing Point of Contact (BPOC) and a Backup Billing Point of Contact (BBPOC) to the DBM Contract Manager for routine equipment and service billing issues. This list must be kept up to date for the duration of the contract. Any unsuccessful attempt to contact the Contractor's BPOC or BBPOC for a period of over one business day will be considered a failure of the service and liquidated damages will be applied.
- 2.2.15 The Contractor(s) shall furnish services required in accordance with this RFP and the resulting Contract(s). Subcontractors, if any, shall be identified in the Contractor's proposal to include a complete description of their role. Any changes to Subcontractors used by the Contractor(s) shall be approved by the State in advance. Any other carriers used as Subcontractors in the support of the contract must also provide a representative to the State. The Prime Contractor(s) shall be responsible for all work performed by Subcontractors.
- 2.2.16 By 5:00 P.M. no later than the next business day after the receipt of the Purchase Order from the DBM Contract Manager, the Contractor(s) shall respond by email to the DBM Contract Manager and the Agency point-of-contact with equipment delivery due dates, service activation dates, and customer account number for the requested services. The Contractor(s) shall complete delivery and activation of service by the due date promised in the Contractor's email. The due date promised shall be no more than 3 business days from the placing of the order by the State. If unable to complete the work by the due date, the Contractor(s) shall provide in writing a detailed description of the problem and the anticipated resolution time. The State must approve any due date changes. The Contractor(s) will use best efforts to comply with rush or emergency requests if so requested by the State.

- 2.2.17 The Contractor(s) shall provide qualified staff and equipment throughout the duration of the contract which will be used in the performance of the contract. The Contractor(s) shall commit that the level and qualifications of personnel and equipment for Contract performance will remain at the level it specifies in the initial list.
- 2.2.18 The Contractor(s) shall identify their business office(s) from which services will be performed for each service offered in its proposal and provide the Contract Manager updates to the list as needed to keep it current.
- 2.2.19 The Contractor(s) shall submit their written procedures for reporting problems or suspected problems to the State with the services and provide written procedure updates to the Contract Manager when procedures change.
- 2.2.20 The Contractor(s) shall supply a timetable for escalation of problems with names and phone numbers to expedite resolution of service problems with their proposal and shall keep the timetable and list updated as changes occur to the Contract Manager.

2.3 Technical Requirements

- 2.3.1 The Contractor(s) shall service and maintain the paging equipment furnished to the State without extra charge.
- 2.3.2 The Contractor's equipment service provided shall include correction of any defect in the equipment caused by originally defective parts or reasonable use.
- 2.3.3 The State may not modify or attempt to repair any equipment furnished by the Contractor(s), nor permit anyone other than the Contractor(s) to do so.
- 2.3.4 Should any pager need repair, a loaner pager programmed with the user's current pager phone number and e-mail address will be issued to the user until repaired pager is returned. If the pager cannot be repaired, a new pager shall be supplied at no cost to the State. The Contractor(s) shall replace the pager with a pager with equal to, or greater capabilities.
- 2.3.5 In instance where identical replacement equipment is no longer available by the Manufacturer and/or support for that item no longer exists, a suitable replacement shall be provided by the Contractor(s), subject to customer approval.
- 2.3.6 The Contractor(s) will bear the costs associated with returning the equipment to the Contractor's repair facility. When repair of equipment is completed, the Contractor(s) shall bear all costs associated with returning the equipment to the State's original point of shipment. Cost of shipping includes but is not limited to, costs of packing, transportation, rigging drayage and insurance for damage or loss. Contractor(s) shall repair or replace the equipment and return within 72 hours of receipt.

- 2.3.7 The Contractor's shall provide paging equipment that is capable of two or more telephone numbers.
- 2.3.8 The Contractor(s) shall provide a suitable paging device (new or refurbished) with the establishment of each account.
- 2.3.9 The device shall remain the property of the Contractor(s).
- 2.3.10 Pager number and pin numbers must have been deactivated for a minimum of 90 days before assignment to the State.
- 2.3.11 Contractor(s) must provide alphanumeric capability directly from TTYs (Telecommunication Devices for the Deaf, or text telephones).
- 2.3.12 Contractor(s) must provide a 24-hour toll free number for access to a live technical support person for troubleshooting.
- 2.3.13 The Contractor(s) shall repair or replace any failing unit within 72 hours for as long as the Contract is in effect.
- 2.3.14 The State will notify the Contractor(s) and pay a replacement cost for any lost or stolen devices at the rate contracted.
- 2.3.15 Lost belt clips, battery covers, etc., will be replaced by the Contractor(s) at no cost to the State.
- 2.3.16 Numeric Paging Equipment
- ❑ Shall have selectable tone and vibrator alerts
 - ❑ Shall be capable of displaying and storing a minimum of sixteen (16) pages with a minimum of 20 digits each
 - ❑ Shall be able to recognize a duplicate page and not record it as a second individual page
 - ❑ Shall have a lighted display for dark and low light areas
 - ❑ Shall save messages when turned off
 - ❑ Shall operate for a minimum of three (3) months on one battery, one battery shall be supplied with each unit
- 2.3.17 Alphanumeric Paging Equipment
- ❑ Shall have selectable tone and vibrator alerts
 - ❑ Shall be capable of receiving text messages up to 240 characters long
 - ❑ Shall be capable of receiving news headlines twice daily and whenever a big story breaks
 - ❑ Shall have a four-line, 80 character, lighted display for dark and low light areas
 - ❑ Shall show date and time

- ❑ Shall have message time stamping
- ❑ Shall operate for a minimum of three (3) months on one battery, one (1) battery shall be supplied with each unit
- ❑ Shall have a battery gauge to indicate battery level
- ❑ Provided paging system shall be Web based or Contractor(s) shall provide necessary Alphanumeric Paging software to the subscribing Agency at no cost
- ❑ Contractor(s) shall furnish software and device updates, whenever they occur, at no cost.

2.3.18 Two-Way Interactive Paging Equipment

- ❑ Shall have selectable tone and vibrator alerts
- ❑ Shall be capable of receiving text messages with a minimum of 500 characters long
- ❑ Shall be capable of sending and receiving messages to and from alphanumeric pagers, two-way pagers and personal computers
- ❑ Shall be capable of receiving news headlines twice daily and whenever a big story breaks
- ❑ Shall be capable of storing and forwarding messages for up to 72 hours
- ❑ Shall be capable of confirming that a message was sent
- ❑ Shall have a minimum of three (3) pre-set message replies (yes, no, ok)
- ❑ Shall have a virtual keyboard or a QWERTY keyboard
- ❑ Shall operate for a minimum of two (2) weeks on a single battery, one (1) battery shall be supplied with each unit
- ❑ Shall have address book capabilities that allow storage of up to 100 names, phone numbers and e-mail addresses
- ❑ Shall have web browser capabilities

2.4 Service Rates

- 2.4.1 The State of Maryland should not be viewed the same as an individual or corporate account. Retail and commercial rate plans are not applicable to this Contract. The Contractor(s) is not required to furnish service to the State under any filed tariffs. The vast majority of usage will be during the normal business hours of the State (9:00 AM – 5:00 PM).

2.4.2 Commencing with the RFP response, with the contract award, and thereafter semi-annually to the DBM Contract Manager, the Contractor(s) must provide a document certifying that:

- Rates provided to the State are the lowest rates provided by the carrier to any non-federal customer with an equivalent number of activated pagers within the coverage area defined in the proposal; and
- Rates billed under this contract shall be the lowest rates quoted to any non-federal entity within the State. This includes any and all “promotions” or price reductions of service provided during the contract.

2.5 Reports

2.5.1 Monthly Reports: Electronic reports must be provided on CD by the 15th day of the month following the reporting period to the DBM Contract Manager regarding purchases of equipment or service associated with any contract as a result of this RFP in a format specified and approved by the State. (Microsoft Access and Excel are preferred). The reports shall contain the information contained in Sections 2.5.1.1 thru 2.5.1.3 in column format:

2.5.1.1 Monthly New Equipment or New Service Report – The following shall be reported by functional area, subtotaled by functional area, with all functional areas grand totaled.

- Purchase Order Number
- Agency Acronym, **Account Number and sub-account number** (e.g., DGS, DHMH, MDOT, etc.)
- Division Name (e.g., Telecommunications, Crownsville Hospital, State Highway Administration, etc.)
- Address where equipment or service was delivered
- Date equipment or service was delivered
- Manufacturer and Model Number of equipment
- Service selected
- Electronic Serial Number of Equipment (ESN)
- Quantity
- Pager Telephone number (s)
- Unit price
- Total price

2.5.1.2 Monthly Active Accounts Report:

- Agency Acronym, **Account Number and sub-account number** (e.g., DGS, DHMH, MDOT, etc.)
- Division Name (e.g., Telecommunications, Crownsville Hospital, State Highway Administration, etc.)
- Address where invoiced is mailed
- Pager Telephone number (s)
- Date pager was activated
- Service selected
- Number of pages
- Total monthly charges
- Total number of pagers

2.5.1.3 Monthly **Exceptions** Report:

- Agency Acronym, **Account Number and sub-account number** (e.g., DGS, DHMH, MDOT, etc.)
- Division Name (e.g., Telecommunications, Crownsville Hospital, State Highway Administration, etc.)
- Pager Telephone number
- Date pager was activated
- Active pagers that have zero (0) usage for a one-month period
- Active pagers that have usage between one (1) and twenty (20) pages for a one-month period
- Pagers that have been deactivated

2.5.2 Fiscal Year-End Reports: Electronically on a CD, the Contractor(s) must submit to the DBM Contract Manager by July 15th of each year of the base term of the Contract and any options a report detailing the items for the State's previous fiscal year (July 1- June 30). Reports shall contain, at a minimum, the following summary information:

- Agency Acronym, **Account Number and sub-account number** (e.g., DGS, DHMH, MDOT, etc.)
- Division Name (e.g., Telecommunications, Crownsville Hospital, State Highway Administration, etc.)
- Wireless device telephone number of each line
- Date pager was activated

- Date pager was deactivated (if applicable)
- Service Plan Subscription
- Number of pages per month
- Number of pages per year
- Total yearly charges

2.5.3 The Contractor(s) shall prepare and submit to the DBM Contract Manager a closeout report due on the last day of the Contract, to include a final inventory of all existing accounts in the same format as the monthly reports. The Contractor(s) shall cooperate and provide to any successor and/or State Agent to the Contract information and records a successor or State Agent would require continuing services.

2.6 Ordering Process and Purchase Orders

- 2.6.1 The Contractor(s) shall receive purchase orders from using State agencies only through the Department of Budget and Management, Office of Information Technology, Telecommunications Division Contract Manager. The purchase order will serve as a Notice To Proceed to the Contractor. The State will process and fax purchase orders to the Contractor(s) through the DBM Contract Manager. Any purchase order not signed by the State shall not be considered valid and will require the vendor to expedite follow-up communication to the State Agency within one business day to correct this error.
- 2.6.2 All shipments shall be accompanied by a packing list including the identification of the items shipped, quantities, agency Purchase Order number and the Contract number. Drop shipments must contain packing lists with the same information. All packages must have the purchase order number clearly marked on the outside. Shipments received without a packing list and/or Purchase Order number shown on the outside of the package may be refused and returned at the contractor's expense.
- 2.6.3 Contractor(s) shall provide return authorization/asset recovery/exchange procedures in the event that a product arrives unusable, defective or was ordered incorrectly.
- 2.6.4 Items shall be delivered F.O.B. destination. Contractor(s) will be responsible for any loss and/or damages to any equipment before receipt of shipment by the State. All delivery instructions shall be designated on purchase orders, which may call for delivery to either a loading dock or a designated inside location. If delivery instructions are not included on a Purchase Order prior to shipping, the Contractor(s) must contact the Agency point-of-contact for delivery instructions.
- 2.6.5 Contractor(s) shall work through the Agency point-of-contact shown on the Purchase Order for scheduling all at-site activity (i.e., pick-up, delivery).

- 2.6.6 Contractor(s) shall provide a Marketing Point of Contact (MPOC) and a Backup Marketing Point of Contact (BMPOC) to the DBM Contract Manager for routine equipment and service ordering.
- 2.6.7 Contractor(s) shall deliver service within three (3) business days of the receipt of a Notice to Proceed from DBM. The DBM Contract Manager may grant exceptions for special circumstances. When exceptions are granted they will be documented by fax, email, or memorandum by the DBM Contract Manager.

2.7 Billing Information

2.7.1 Contractor(s) will provide:

- One single Master State Account Number for all services activated under the Contract
 - The Master State Account is necessary to allow the Department of Budget and Management to manage the Contract as a whole
- Sub-Accounts for all State Agencies
 - The sub-accounts are necessary to allow the Agencies of the State to manage the billing under the Contract
- Further sub-divided account numbers for units within State Agencies
 - Further sub-divided accounts are necessary to allow units within an agency to monitor employee usage of the wireless service.

2.7.2 The Contractor(s) will send all invoices for all State accounts and sub-accounts on the first business day of the month. In addition, one invoice will be submitted electronically on a CD to the DBM Contract Manager on a monthly basis for the previous month's service by the 5th calendar day of the following month, i.e., a copy of June's bill will be submitted by the 5th of July. Invoices for payment shall contain the Contractor's Federal Employer Identification Number (FEIN), and well as the information described below, and must be submitted monthly directly to the State agency. The Contractor(s) will collate and bill each State agency one total monthly invoice with the same breakdown as noted in Section 2.5.1.2 Monthly Active Accounts Report above. Any extraneous terms on Contractor's invoices shall be void and have no effect.

The invoice shall include all charges for the billing period and will include as a minimum:

- Pager Telephone number (s)
- Time and day of page beginning
- Duration or ending time of page
- Number of Characters
- Paging charges

- Monthly charges for additional/optional activated features

Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. The final payment under the Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

- 2.7.3 The Contractor(s) will provide an Internet website to review and potentially pay invoices electronically. Contractor(s) shall provide its website URL as part of its technical proposal. Each individual account will only be accessible to the authorized account holder. The DBM Contract Manager shall have electronic access to all State Accounts.

A copy of all monthly invoices by agency will be retained on an individual CD and will be presented to the DBM Contract Manager as often as requested by the State.

- 2.7.4 Electronic Invoicing Format: The State seeks to implement electronic invoicing and payment. Some of the State agencies currently have this capability, as well as Internet capability. Other State agencies do not. For the purposes of this RFP, the State is specifically seeking vendor capability for prompt, efficient and accurate invoicing only. Electronic payment capability by the State is not yet established. When applicable and where security measures are enforced, both on the State and Contractor's sides as noted below in section 2.8 Security, the Contractor(s) shall submit invoicing and provide for invoice reporting using secure electronic transmission and secure logon capability. If the State agency that is being invoiced does not have Internet capability and secure transmission capability per the standards noted below, all invoices must be submitted to the individual agencies by hard copy and CD format per the schedule noted in Section 2.7.2 above.

- 2.7.5 It is the responsibility of the Contractor(s) to contact the individual agency representative noted on the Purchase Order and determine if secure transmission protocol and encryption is appropriate for invoicing. The final determination must be recorded in a memo with a copy to the DBM Contract Manager. The security of transmission and encryption must be tested on a semi-annual basis, or more often as necessary given emergency or other special events. If at any time, secure transmission protocol and/or encryption is not upheld, subsequent invoicing must be hard copy and CD format until such time the secure transmission protocol and/or encryption can be demonstrated. The Contractor(s) will document to the individual State Agency Point of Contact and the DBM Contract Manager both nonconformance and return to conformance.

- 2.7.6 The Contractor(s) will provide a Billing Point of Contact (BPOC) and a Backup Billing Point of Contact (BBPOC) to the DBM Contract Manager for routing equipment and service billing issues.

- 2.7.7 Invoices shall not contain charges over 90 days old for services delivered.

2.8 Security

2.8.1 Security Standards and Standards for Internet Non-Visual Accessibility

The primary objectives of the State Security Policy (See Attachment H) are:

- To establish a secure environment for the processing of data
- To reduce information security risk
- To communicate the responsibilities for the protection of information

With this in mind, the vendors shall include in their methodology requested above for electronic invoicing capability the following:

- Access control to provide documents to authorized people
- Appropriate levels of access, without compromising confidentiality, privacy or security
- Broad availability and comprehensive security
- Search, retrieve and view documents with any web browser
- Printing of viewed documents
- System of access control, function rights, redaction level security, audit trails
- System administration of security controls to folders and documents, including redacted documents
- Hardware independence
- Ensures integrity, reliability, and accuracy
- The ability to integrate with Public Key Infrastructure (PKI) or digital signature software
- Secure Access to include:
 - ✓ Unique logon IDs with unique passwords will be created for each user of the web-based applications.
 - ✓ User logon ID should contain 20 maximum available spaces
 - ✓ User logon ID should be case sensitive.
 - ✓ Password must be a minimum of 8 alphanumeric characters and maximum of 10 alphanumeric characters and be case sensitive.
 - ✓ User must have the capability to change their password once they've logged into the Internet.
 - ✓ User accounts will be administered by the Contractor(s) where software is used to store and verify login IDs.
 - ✓ Requires Secure Socket Layer, 128-bit encryption standards.
 - ✓ User must have ability to save and retrieve forms not ready for submission. These forms must not be accessible to other users.
 - ✓ Allow for multiple user access with security based on users, screens, fields, and roles.
 - ✓ Secures access to web applications and data through a firewall, HTTP and HTTPS protocols and SSL (128-bit encryption), client certificates and login IDs or Virtual Private Networking (VPN).

- The invoice area accessed over the Internet must have a minimum screen resolution of 800x600 capability; the screens will have a consistent look and feel, and be accordance with accessibility standards. The Federal Section 508 Access Board's Guidelines for web-accessibility (available at www.section508.gov) contain the following sixteen minimum guidelines:
 - ✓ Provide a text equivalent for every non-text element, including both images and animated objects.
 - ✓ Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.
 - ✓ Web pages should be designed so that all information conveyed with color is also available without color, for example from context or markup.
 - ✓ Documents shall be organized so they are readable without requiring an associated style sheet.
 - ✓ Redundant text links shall be provided for each active region of a server-side image map.
 - ✓ Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.
 - ✓ Row and column headers shall be identified for data tables.
 - ✓ Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.
 - ✓ Frames shall be titled with text that facilitates frame identification and navigation.
 - ✓ Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2Hz and lower than 55Hz.
 - ✓ A text-only page, with equivalent information or functionality, shall be provided to make a Web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The contents of the text-only page shall be updated whenever the primary page changes.
 - ✓ When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assisting technology.
 - ✓ When a Web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies.
 - ✓ When electronic forms are designed to be completed on-line, the form shall allow people using assisting technology to access the information of the form, including all directions and cues.
 - ✓ A method shall be provided that permits users to skip repetitive navigation links.
 - ✓ When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.

- Employees and Contractors: All Contractor personnel are responsible for: Being aware of their responsibilities for protecting IT assets of State agencies and the State; Exercising due diligence in carrying out the State's IT Security Policy; Being accountable for their actions relating to their use of all State IT Systems and Internet Access; Using IT resources and Internet Access only for intended purposes as defined by policies, laws and regulations of the State.

2.9 Liquidated Damages

- 2.9.1 It is critical to the success of the State's programs that the services be maintained in accordance with the schedules agreed upon by the State. It is also critical to the success of the State's programs that the Contractor(s) operates in an extremely reliable manner.
- 2.9.2 It would be impracticable and extremely difficult to fix the actual damage sustained by the State in the event of delays in service, reporting, and contacting key Contractor(s) personnel on scheduled work and provision of services to the citizens of the State. The State and the Contractor(s), therefore, presume that in the event of any such delay, the amount of damage which will be sustained from a delay will be the amount set forth in the paragraphs below, and the Contractor(s) agrees that in the event of any such delay, the Contractor(s) shall pay such amount as liquidated damages and not as a penalty. The State, at its option for amount due the State as liquidated damages, may deduct such from any money payable to the Contractor(s) or may bill the Contractor(s) as a separate item.
- 2.9.3 Liquidated Damages for interruption of Service:
- Reliability of the service is of the essence. Downtime on any part of the contracted service must be minimized by prompt response and corrective action within four clock hours of the detection of a loss of service by either the State agency or the Contractor(s). If the Contractor(s) fails to return to service within the four hours, then the State may assess liquidated damages in the amounts:
- For the first hour without service, an assessment of \$100.00 will be made against the Contractor(s). Each successive hour the assessment will include double (i.e., two hours equals \$100 plus \$200 = \$300, three hours equals \$100 plus \$200 plus \$400 = \$700, etc.).
- 2.9.4 Liquidated Damages for failure to deliver reports:
- For the first day a report is past due, an assessment of \$100.00 will be made against the Contractor(s). Each successive day the assessment will include double (i.e., two days equals \$100 plus \$200 = \$300, three days equals \$100 plus \$200 plus \$400 = \$700, etc.).
- 2.9.5 Liquidated Damages for failure to keep contact information up to date or meet contact times:
- Provide up to date contact information or failure to meet contact times for the EPOC/BEPOC (1 Hour).

For the EPOC/BEPOC the first hour a contact is past due, an assessment of \$100.00 will be made against the Contractor(s). Each successive day the assessment will include double (i.e., two days equals \$100 plus \$200 = \$300, three days equals \$100 plus \$200 plus \$400 = \$700, etc.).

Provide up to date contact information or failure to meet contact times for the BPOC/BBPOC or MPOC/BMPOC (1 Business day).

For the BPOC/BBPOC or MPOC/BMPOC first day a contact is past due, an assessment of \$100.00 will be made against the Contractor(s). Each successive day the assessment will include double (i.e., two days equals \$100 plus \$200 = \$300, three days equals \$100 plus \$200 plus \$400 = \$700, etc.).

SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

Offerors must submit proposals in two separate volumes for each type of service proposed:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

Offerors must submit separate Technical and Financial proposals in response to RFP requirements.

3.2 Proposals

Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.6 of this RFP). An unbound original, so identified, and five (5) copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Excel format must also be submitted with the unbound originals technical or financial volumes, as appropriate. Electronic media may be 3-1/2” diskette or CD and shall bear the RFP number and name, name of the Offeror and the volume number.

3.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal, each marked according to the geographic region proposed. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package. All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page “x”).

3.4 Volume I – Technical Proposal

3.4.1 Transmittal Letter: A transmittal letter must accompany each technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.

- 3.4.2 Format of Technical Proposal: Inside the sealed package described in Section 3.3, above, an unbound original, to be so labeled, five (5) paper copies and one electronic version shall be enclosed. Sections 2 and 3 of this RFP provide requirements and reply instructions and the paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, Offerors technical proposals should be structured and numbered in the same order as this RFP. This proposal organization will allow State officials and the Evaluation Committee to “map” Offeror responses directly to RFP requirements by paragraph number. The technical proposal shall include in this exact sequence:
- 3.4.2.1 Title and Table of Contents: The technical proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. Information that is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offerors Technical Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.
- 3.4.2.2 Executive Summary: The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled “Executive Summary” including how the Offeror meets the minimum qualifications outlined in Section 1.33. The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. **Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**
- 3.4.3 Offeror Technical Response to RFP Requirements: The Offeror shall describe in their technical proposal the equipment and services they propose to provide in response to the requirements of Section 2 of the RFP. The Offeror must address each criterion in the technical proposal and describe how the proposed solution(s) meets the requirements. **In order to promptly evaluate the proposed equipment, service and coverage, the Offeror will provide no later than the proposal submission due date, one programmed and activated pager for each carrier represented as a Participating Provider. The equipment must have a number local to the Maryland 410-767 exchange and must be representative of the basic model being offered. These pagers need not be new but must be programmed identically to those to be provided under any resulting contract. An Evaluation Committee will travel the State and compare coverage, clarity of signal and features of the equipment. The Offeror will assess no charges for the testing period. The State estimates the period of evaluation for this equipment to be thirty (30) days. Equipment will be returned to the Offeror at the end of the testing period.**

3.4.4 Management Plans

Offerors shall provide the following management plans for submission with the technical proposal:

3.4.4.1 Implementation/Transition Plan

The Implementation/Transition Plan shall describe the detailed steps to replace, re-program or otherwise transition service and/or equipment. The plan shall include a timeline, designated tasks, milestones and resources to be provided.

3.4.4.2. Service Delivery Plan

The Service Delivery Plan shall describe the following:

- The team of individuals responsible for marketing, billing, and service problems.
- The name of the Emergency Point of Contact (EPOC).
- The name of the Emergency Back-Up Point of Contact (EBPOC).
- Procedures for equipment ordering and activation of service including the name of the Marketing Point of Contact (MPOC) and a Backup Marketing Point of Contact (BMPOC) to the DBM Contract Manager for routine service ordering.
- Procedures for providing for questions and resolutions of billing issues during regular business hours. The Contractor(s) must provide a Billing Point of Contact (BPOC) and a Backup Billing Point of Contact (BBPOC) to the DBM Contract Manager for routine service billing issues.
- Procedures for notification to the DBM Contract Manager of any planned service outages that may affect the State's services provided by the Contractors.
- Procedures for reporting problems or suspected service problems to the DBM Contract Manager.
- Invoicing procedures and format for both hard copy, CD, electronic invoicing/payment, electronic transmission protocol methods and standards, encryption methods and standards, and secure logon access and standards.
- Timetable for escalation of problems with names and phone numbers of individuals to expedite resolution of service, billing, or equipment delivery problems.
- Indicate each locality where coverage is provided.
- Expansion Plan.
- U.S., Regional and World maps that delineate each proposed coverage area by Master Contractor(s), Participating Providers and Roaming Partners.
- Recent (within the last six months) RF propagation maps for the State of Maryland. These maps are to reflect both the current coverage and disclose any planned expansion of coverage for the first six (6) months of the Contract for traditional, enhanced paging services. Marketing maps are not suitable for this purpose. Maps must be accompanied by all pertinent engineering documentation. Signal levels and point of reference of these signals must be noted on the maps. Maps shall be overlay type maps showing the coverage of the Prime Contractors system, the

subcontracting “Participating Carriers” and any non-participating Carriers (roaming partners). Offerors must state what propagation model and provide engineering documentation to support the study including the method the data was used to determine the coverage area (Longley Rice or Okumura-Hata, etc.).

- If subcontractors or alliances are used, indicate participation levels and areas of coverage. The Contractor(s) shall remain responsible for all services and coverage required by the State and offered as part of the technical proposal, whether the service and/or coverage is part of the Offerors system, a subcontractors system or an alliance’s system. The Offeror must clearly describe in detail how the proposed system will roam within Maryland and out of State and how connections will be made.

3.4.5 Offeror Experience and Capabilities: Offerors shall include information on past experience with similar requirements. Offerors shall describe their experience and capabilities through a response to the following:

- An overview of the Offeror’s experience providing services similar to those included in this RFP. This description shall include:
 - A summary of the services offered
 - The number of years the Offeror has provided these services
 - The number of clients and geographic locations the Offeror currently serves
 - The Offeror must describe their proposed services that meet the requirements of Section 2.
- An organization chart of the Offeror showing all major component units, which component(s) will perform the requirements of this Contract, where the management of this Contract will fall within the organization, and what corporate resources will be available to support this contract in both primary and secondary, or back-up roles.

3.4.6 References. References of up to three of its customers who are capable of documenting:

- The Offeror's ability to manage projects of comparable size and complexity
- The quality and breadth of services provided by the Offeror
- Each client reference must include the following information:
 - Name of client organization
 - Name, title, and telephone number of Point of Contact for client organization
 - Value, type, and duration of Contract(s) supporting client organization

- The services provided, scope of the Contract, geographic area being supported, and performance objectives satisfied, and improvements made to client systems (e.g., reduction in operation/maintenance costs while maintaining or improving current performance levels).
- An explanation of why the Offeror is no longer providing the services to the client organization, should that be the case.

Note: The State shall have the right to contact any reference as part of the evaluation and selection process. The State also reserves the right to request site visits to the Offeror's offices for the purpose of evaluating proposals.

3.4.7 Financial Capability and Insurance: The Offeror shall include the following:

- Evidence that the Offeror has the financial capacity to provide the services.
- Financial Statements. Provide copies of the last two, year-end financial statements (independently audited preferred) and an analysis of those financial statements.
- A copy of the Offeror's current certificate of insurance, which, at a minimum, should contain the following:
 - Carrier (name and address)
 - Type of insurance
 - Amount of coverage
 - Period covered by insurance

3.4.8 Economic Benefit Factors

- The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offerors performance of the Contract resulting from this RFP. The Offeror will take into consideration the following elements. (Do not include any detail of the financial proposals with this technical information):
 - The estimated percentage of Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
 - The estimated number and types of jobs for Maryland residents resulting from this Contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor(s) has committed at both prime and, if applicable, subcontract levels.

- Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
- The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.
- In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Maryland that would result from the Offerors proposal.

NOTE: Because there is no guarantee of any level of usage under this Contract, in providing the information required in this section, the Offeror should state its level of commitment per \$1,000 of contract value. In other words, for each \$1,000 of Contract value, how many Maryland jobs will be created, what Maryland tax revenue will be generated, how much will be paid to Maryland subcontractors, etc.

3.4.8 Subcontractors: Offerors must identify subcontractors, if any, and the role these subcontractors will have in the performance of the Contract.

3.4.9 Required Submissions to be Submitted by Offeror:

- Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal)
- U.S., Regional and Worldwide Map that delineates each proposed coverage area
- Recent (within the last six months) RF propagation maps
- Letter from bonding company providing evidence that the Offeror is capable of securing the performance bond required

3.5 Volume II - Financial Proposal

3.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original, five (5) copies, and an electronic version of the Financial Proposal. The Financial Proposal must contain all cost information in the format specified below and the Proposal Price Bid Forms must be submitted and completely filled in (no blanks or omissions).

3.5.1.1 Do not change or alter these forms. Alterations will cause the proposal to be rejected.

3.5.1.2 The Price Proposal Form Package needs to be signed and dated by an individual who is authorized to bind the firm to the prices offered. Enter the title of the individual and the company name in the spaces provided.

3.5.1.3 All criteria included in these Price Proposal Forms, i.e., the estimated quantity of various goods and services, etc., shown on these forms are for price evaluation purposes. The State reserves the right, at its sole discretion, to purchase the goods and services in different quantities than those referenced in these Price Proposal Forms. The State reserves the right, at its sole discretion, not to purchase any goods or service for which proposals are solicited under this RFP.

3.5.1.4 Vendors are required to record the Price they are proposing for each element on each of the Price Proposal forms.

- All Prices must be clearly typed with dollars and cents, e.g., \$24.15.
- All Prices must be the actual price the State will pay for the proposed item price per this RFP and may not be contingent on any other factor or condition in any manner.
- All goods or services required or requested by the State and prices offered by the vendor at No Cost to the State must be clearly typed in the Unit and Extended Price with N/C.
- Vendors may complete one, some, or all Price Proposal Forms. All goods or services required or requested by the State and Not Offered by the vendor to the State must be clearly typed in the Unit and Extended Price with N/O.
- Nothing shall be entered on these Price Proposal Forms that alters or proposes conditions or contingencies on the proposal response.
- Recording \$0.00 or any variation will be treated and considered as No Cost to the State for that good or service.

3.5.1.5 For purposes of this solicitation, there are five Price Proposal Forms:

- **Price Proposal Form E-1** for Numeric, Alphanumeric Paging Service and Two Way Paging Services and Equipment RFP Price sheet;
- **Price Proposal Form E-2** for Stolen or Lost Pager Replacement;
- **Price Proposal Form E-3** for Numeric and Alpha Numeric Paging Additional/Optional Services;
- **Price Proposal Form E-4** for Two Way Interactive Additional/Optional Services;
- **Price Proposal Form E-5** for Numeric, Alpha Numeric and Two Way Interactive Pager Accessory Pricing.

3.5.1.6 Offerors must record the required information on each table as follows:

- **Price Proposal Form E-1- Paging Services and Equipment RFP Price Sheet-**

List the geographic area for which the proposed pricing is valid. If Vendor is proposing pricing for more than one geographic area, make additional copies of this form for submission. **Section 1.** List the Numeric pager model being offered. List the monthly Charge for the proposed unlimited Numeric Paging Service on line (1A). **Section 2.** List the Alpha Numeric pager model being proposed. List the monthly Charge for the proposed Alpha Numeric Paging Service on line (2A). List the Overall rate on the last line under Section 2. **Section 3.** List the Two Way Pager model being offered. List the monthly Charge for Two Way Paging for 1 to 25,000 Characters per Month on line (3A), the monthly Charge for Two Way paging for 25,001 to 50,000 Characters per Month on line (3B) and the monthly Charge for Two Way Paging for 50,001 to 100,000 Characters per Month on line (3C). In the weighted model section, on Line 3A list the monthly Charge for Two Way Paging for 1 to 25,000 Characters and multiply this amount by the weight factor of .7; list result on line provided. On Line 3B list the monthly Charge for Two Way Paging for 25,001 to 50,000 Characters per Month and multiply this amount by the weight factor of .2; list the result on the line provided. On Line 3C list the monthly Charge for Two Way Paging for 50,001 to 100,000 Characters per Month and multiply this amount by the weight factor of .1; list the result on the line provided. Add the amounts of lines 3A weighted, 3B weighted and 3C weighted and list the result on line (3D). **Section 4.** On line (1A) list the Numeric Monthly Charge from Section 1., multiply this amount with the weight factor of .70; list the result on line (4A). On line (2A) list the Alpha Numeric Monthly Charge from Section 2., multiply this amount with the weight factor of .20; list the result on line (4B). On line (3D) list the Two Way Monthly Average Charge from Section 3., multiply this amount with the weight factor of .10; list the result on line (4C). Add the amounts of lines (4A), (4B), and (4C) and list the result on line (4D).

- **Price Proposal E-2 – Stolen or lost Pager Replacement Cost -**
Column A is provided to list the Numeric, Alpha Numeric and Two Way Interactive Pager Model that the Vendor is proposing as part of the Service. **Column B** is provided for the Vendor to list the One Time Charge to State for replacing a Stolen or lost Numeric, Alpha Numeric or Two Way Interactive Pager.
- **Price Proposal E-3 – Numeric and Alpha Numeric Paging Additional/Optional Services Price Bid Form.**
Column A a list of desirable Additional/Optional Services for Numeric and Alpha Numeric Paging Services is provided.
Column B is provided for Vendor to list the Additional monthly charge for each of the Additional/Optional Services listed. Vendor can provide pricing of additional Optional Services, if desired, with bid submission.

- **Price Proposal E-4 – Two Way Interactive Paging Additional/Optional Services.**
Column A a list of desirable Additional/Optional Services for Two Way Interactive Paging Services is provided.
Column B is provided for Vendor to list the Additional monthly charge for each of the Additional/Optional Services listed. Vendor can provide pricing of additional Optional Services, if desired, with bid submission.

- **Price Proposal E-5 – Accessories Pricing**
Column A is provided to list the Numeric, Alpha Numeric and Two Way Interactive Pager Model that the Vendor is proposing as part of the Service.
Column B is provided for the Vendor to list the percentage off list price for accessories offered for the Numeric, Alpha Numeric and Two Way Interactive Pager.

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

Evaluation of the proposals will be performed by a committee organized for that purpose. Evaluations will be based on the criteria set forth below. The Contract(s) resulting from this RFP will be awarded to the Offeror that is most advantageous to the State, considering price and the evaluation factors set forth herein. In making this determination, technical factors will receive greater weight than price factors.

4.2 Technical Criteria

For Paging Service and Devices, the criteria to be applied to each technical proposal are listed in descending order of importance:

- Technical Response to RFP Requirements. Offerors response to work requirements in the RFP that illustrates a comprehensive understanding the requirements of providing Paging Service and Devices and include an explanation of how the work will be done.
- Coverage Area. An Offerors capability to provide complete and seamless coverage of the State of Maryland and an Offerors capability to provide Regional, National and Worldwide Major Paging Service in addition to State of Maryland; Coverage based on “in street” or “in building”.
- Offerors Paging Device product line offered.
- Offeror Experience and Capabilities. Offeror provided information regarding experience and capabilities that illustrate the Offerors ability to successfully meet the requirements of this RFP. Past experience with similar requirements will also be evaluated. (Ref. Section 3.4.5)
- References. References confirming the Offerors ability to manage projects of comparable size and complexity and confirming the quality and breadth of services the Offeror is capable of providing will earn the highest rank. (Ref. Section 3.4.6)
- Economic Benefit Factors. (Ref. Section 3.4.8)

4.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed within each geographic region.

4.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

4.5 Selection Procedures

4.5.1 General Selection Process

- The Contract will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.
- Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

4.5.2 Selection Process Sequence

- The first step in the process will be to assess compliance with the Offeror Minimum Qualifications set forth in Section 1.33 of the RFP. Offerors who fail to meet this basic requirement will be disqualified and their proposals eliminated from further consideration.

- The next level of review will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the States' requirements and the Offerors ability to perform, and to facilitate arrival at a contract that will be most advantageous to the State. **For scheduling purposes Offerors should be prepared to make an oral presentation and participate in discussions in approximately two weeks after delivery of proposals to the State.** The Procurement Officer will contact Offerors when the schedule is set by the State.
- Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offerors proposal.
- The financial proposal of each Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).
- Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical will be given greater weight than price factors.

ATTACHMENTS

In accordance with State Procurement Regulations:

ATTACHMENT A is the State's Contract. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, it must be completed, signed and returned by the selected Offeror to the Procurement Officer upon notification of proposed Contract award.

ATTACHMENT B - Bid/Proposal Affidavit. This form must be completed and submitted with the Offerors technical proposal.

ATTACHMENT C – Contract Affidavit. It is not required at proposals submission time. It must be submitted by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed award.

ATTACHMENT D – Not Applicable.

ATTACHMENT E-1 thru E-5 – Price Proposal Forms. These forms are to be completed by the Offeror and comprise the Offerors Volume II – Financial Proposal.

ATTACHMENT F – Performance Bond – Must be submitted five (5) days after notification of recommendation for contract award.

ATTACHMENT G – Pre-proposal Conference Response Form – To be submitted to the Procurement Officer by May 21, 2003.

ATTACHMENT H – State Security Policy (for information purposes only).

ATTACHMENT I – Sample Contractor Performance Evaluation Form (for information purposes only).

ATTACHMENT A—Contract

THIS CONTRACT is made this _____ day of _____, 2003 by and between _____ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF BUDGET AND MANAGEMENT**.

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

1.1 “Contract Manager” means G. Edward Ryan II

1.2 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.

1.3 “Department” means the Department of Budget and Management.

1.4 “Financial Proposal” means the Contractor’s Financial Proposal dated _____.

1.5 “Procurement Officer” means Robert C. Krysiak.

1.6 “RFP” means the Request for Proposals for Commercial Wireless Pager Services and Equipment, No. 050R3800405.

1.7 “State” means the State of Maryland.

1.8 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. Scope of Work

2.1 Contractor shall provide Commercial Wireless Paging Services and Equipment to State of Maryland agencies. The services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – Request for Proposals –Project No. 050R3800405

Exhibit B – Contractor’s Technical Proposal dated _____.

Exhibit C - Contractor’s Financial Proposal dated _____.

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

3. Time for Performance.

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services, hardware, and related software described in Contractor’s Proposal in accordance with the RFP. The term of this Contract is for a period of about two (2) years commencing on the date that the Department executes this contract and terminating on July 31, 2005. The State, at its sole option, shall have the unilateral right to extend the contract for three (3) additional successive one-year terms. The Contractor shall provide services upon receipt of a Notice to Proceed from the State of Maryland Contract Manager.

4. Consideration and Payment

4.1 Payments to the Contractor shall be made no later than thirty (30) days after the using agency’s receipt of a proper invoice for any services provided by the Contractor, acceptance by the purchasing agency of equipment and services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor’s Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices should be submitted to the using Agency point-of-contact.

4.2 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.3 Prior to the contract anniversary date, and as provided within the RFP, the Contractor may submit an adjusted price list for the Contract equipment and services rates then in effect. Any such adjustment shall be based upon a change in the Consumer Price Index (CPI), as described in Section 1.4 of the RFP.

5. Rights to Records

5.1 The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, solely for purposes of this Contract with the State of Maryland shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

5.3 The Contractor shall report to the Contract Manager, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this agreement.

5.4 The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Patents, Copyrights, Intellectual Property

6.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

6.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party’s patent or copyright, the Contractor will defend the Agency against that claim at Contractor’s expense and

will pay all damages, costs and attorney fees that a Court finally awards, provided the Agency (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in section 6.3 below.

6.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

7. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

8. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Officer. The Contractor shall ensure that all data is backed up, and is recoverable by the Contractor.

9. Indemnification

9.1 The Contractor shall indemnify the State against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

9.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any

person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

9.3 The Contractor shall immediately notify the Contract Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

10. Non-Hiring of Officials and Employees

No official or employee of the State of Maryland, as defined under State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

11. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Contract Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Contract Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Contract Officer its written claim containing the information specified in COMAR 21.10.04.02.

12. Maryland Law

12.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

12.2 The Maryland Uniform Computer Information Transactions Act, Maryland Code Annotated, Commercial Law Article, Title 22, does not apply to this contract, or to any purchase order, or Notice to Proceed, issued under this contract.

13. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to

preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

14. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Agreement.

15. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

16. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

17. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

18. Delays and Extensions of Time

The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

19. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

20. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

21. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other

agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

22. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Sections 14-101 -- 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

23. Retention of Records

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Contract Officer or the Contract Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

24. Representations and Warranties

The Contractor hereby represents and warrants that:

A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,

D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

25. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

26. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 10 and 12 through 25 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

27. Administrative

27.1 Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Agreement shall be referred to the Procurement Officer for determination.

27.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State: Mr. G. Edward Ryan II
Department of Budget and Management
Division of Telecommunications, Wireless Communications
301 W. Preston St., Suite 1304
Baltimore, Maryland 21201
Telephone: 410-767-4219
Fax: 410-333-5163
E-mail: ryan@dbm.state.md.us

Attention: Contract Officer, State of Maryland for Wireless Paging Equipment and Services

If to the Contractor: _____

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

By

Date

Witness: _____

MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT

By:

Date

Witness: _____

Approved for form and legal
sufficiency this _____ day
of _____, _____.

Assistant Attorney General

APPROVED BY BPW: _____ (Date) (BPW Item #)

ATTACHMENT B—Bid/Proposal Affidavit

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]

and the duly authorized representative of [business] _____

_____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, **except as follows** [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - (b) been convicted of any criminal violation of a state or federal antitrust statute;
 - (c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
 - (d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
 - (e) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;
 - (f) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
 - (g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, **except as follows** [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:
-
-

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, **except as follows** [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, **except as follows** [indicate the reason(s) why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposals of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Article 33, Sections 14-101 -- 14-104, Annotated Code of Maryland, which requires that every person that enters into contracts, leases

or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business' policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by § 2(b), above;
- (h) Notify its employees in the statement required by § 2(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the Contract Officer within 10 days after receiving notice under 2(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under § 2(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §§ 2(a) - (j), above.

3. If the business is an individual, the individual shall certify and agree as set forth in § 4, below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

4. I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

[If not applicable, so state].

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other

entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposals shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

BPAFF
6/13/01

ATTACHMENT C—Contract Affidavit

COMAR 21.07.01.25

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the

(title)

and the duly authorized representative of

(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic_____) (foreign_____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name:_____

Address:_____

(2) Except as validly contested, the business has paid, or has arranged for payment of , all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit dated_____, 20____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE:_____

BY:_____
(Signature)

(Authorized Representative and Affidavit)

ATTACHMENT E-1—PRICE PROPOSAL FORM

**PAGING SERVICES & EQUIPMENT RFP
PRICE SHEET**

(see Section 3.5.1.6 for instructions for completing price forms)

GEOGRAPHIC REGION _____

1. NUMERIC PAGING (Unlimited)

Model: _____
Monthly Charge: _____ **(1A)**

2. ALPHANUMERIC PAGING (Includes 250 Pages)

Model: _____
Monthly Charge: _____ **(2A)**
Overcall Rate: _____

3. TWO WAY PAGER (Including Rental, Airtime, Maintenance & Universal Service Charge)

Model: _____

1 to 25,000 Characters Per Month: _____ **(3A)**

25,001 to 50,000 Characters Per Month: _____ **(3B)**

50,001 to 100,000 Characters Per Month: _____ **(3C)**

3A _____ X .70 = _____ (weighted 3A)

3B _____ X .20 = _____ (weighted 3B)

3C _____ X .10 = _____ (weighted 3C)

(Add weighted Factor for 3A+3B+3C = _____ **(3D)**

4. (1A) Numeric Monthly Charge _____ X .70 = _____ **(4A)**

(2A) Alphanumeric Monthly Charge _____ X .20 = _____ **(4B)**

(3D) Two-way Int. monthly Avg. _____ X .10 = _____ **(4C)**

TOTAL 4A+4B+4C=4D: _____ **(4D)**

ATTACHMENT E-2—PRICE PROPOSAL FORM

STOLEN OR LOST PAGER REPLACEMENT COST

A	B
<u>Numeric Pager Model:</u>	<u>One Time Charge</u>
	\$
<u>Alphanumeric Pager Model:</u>	<u>One Time Charge</u>
	\$
<u>Two Way Interactive Pager Model:</u>	<u>One Time Charge</u>
	\$

ATTACHMENT E-3—PRICE PROPOSAL FORM

NUMERIC AND ALPHANUMERIC PAGING
ADDITIONAL/OPTIONAL SERVICES

A	B
<u>Additional/Optional Service</u>	<u>Additional monthly charge</u>
Additional Local Number	\$
Personal/Local 800#	\$
Operator Dispatch	\$
Voice mail - Statewide	\$
Voice mail - Regional	\$
Voice mail - Nationwide	\$
Voice mail - Worldwide	\$

Note:

Voice mail: Min Greeting and Message length: 60 Sec
Min Message Capacity : 15 Messages
Min Retention Period : 72 Hours

ATTACHMENT E4—PRICE PROPOSAL FORM

TWO WAY INTERACTIVE PAGING ADDITIONAL/OPTIONAL SERVICES

A	B
<u>Additional/Optional Service</u>	<u>Additional monthly charge</u>
<u>800/Toll free number</u>	\$
<u>Operator Dispatch</u>	\$
<u>Web Access</u>	\$
<u>News, Weather, Stock Quotes</u>	\$
<u>Voice mail - Statewide</u>	\$
<u>Voice mail - Regional</u>	\$
<u>Voice mail - Nationwide</u>	\$
<u>Voice mail - Worldwide</u>	

Note:

Voice mail: Min Greeting Message Length: 60 sec
Min. Message Capacity: 15 messages
Min. Retention Period: 72 hours

ATTACHMENT E5—PRICE PROPOSAL FORM

ACCESSORIES PRICING

A	B
Numeric Pager Model:	Percentage off list price: _____ %
Alpha Numeric Pager Model:	Percentage off list price: _____ %
Two Way Interactive Pager Model:	Percentage off list price: _____ %

AUTHORIZED SIGNATURE

TITLE

TYPED NAME OF AUTHORIZED SIGNATURE

FEDERAL EMPLOYER IDENTIFICATION #

NAME OF VENDOR (COMPANY)

DATE

ATTACHMENT F –Performance Bond

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of and authorized to do business in the State of Maryland Administration.....	STATE OF MARYLAND By and through the following
Penal Sum of Bond (express in words and figures)	Date of Contract
Description of Contract	.....20.....
	Date Bond Executed
	.....20.....
Contract Number:	

KNOW ALL MEN BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them or to any other items incorporated into the contract shall hereinafter be referred to as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extension thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract; unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on

this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:	Individual Principal
Witness	
.....as to	.....(SEAL)

In Presence of:	Co-Partnership Principal
Witness	
	.....(SEAL)
	(Name of Co-Partnership)
.....as to	By: .....(SEAL)
.....as to	.....(SEAL)
.....as to	.....(SEAL)

	Corporate Principal
Attest:	.....
	(Name of Corporation)
.....as to	By: .....AFFIX
Corporate Secretary	.....CORPORATE
	President SEAL

	(Surety)
Attest: .....(SEAL)	By: .....AFFIX
Signature	.....CORPORATE
SEAL	Title:
Bonding Agent's Name:.....	.....
Agent's Address:.....	(Business Address of Surety)

Approved as to legal form and sufficiency

this day of 20.....

.....
Asst. Attorney General

ATTACHMENT G - Pre-Proposal Conference Response Form

Project No. 050R3800405

STATE OF MARYLAND DEPARTMENT OF BUDGET AND MANAGEMENT

A Pre-Proposal Conference will be held at 10:00 AM, on May 23, 2003, 201 West Preston Street, Baltimore, MD, Room L3. Please return this form by May 21, 2003 advising whether or not you plan to attend.

For directions to the meeting site, you may contact Robert C. Krysiak at 410-260-7179.

Return or fax this form to the Procurement Officer:

Robert C. Krysiak, Procurement Officer
Department of Budget and Management
Procurement Unit
45 Calvert Street, Room 137
Annapolis, Maryland 21401
Telephone #: 410-260-7179
Fax #: 410-974-3274
E-mail: rkrysiak@dbm.state.md.us

Please indicate:

Yes, the following _____ (Company Name) representatives will be in attendance

- 1.
- 2.
- 3.

No, we will not be in attendance.

Signature

Title

Contact Name

Contact phone Number

ATTACHMENT H—STATE SECURITY POLICY

AVAILABLE IN ELECTRONIC FORMAT

**ATTACHMENT I—SAMPLE CONTRACTOR PERFORMANCE EVALUATION
FORM**

AVAILABLE IN ELECTRONIC FORMAT